STATE OF SO	UTH CAROLINA)	Defense the public service commission of south carolina Cover sheet						
(Caption of Cas	se))))							
	veen Piedmont Natu of Its Industrial Cus	ural Gas Company,) stomers (Redacted)							
))))	DOCKET NUMBER: <u>Z</u>	<u>010</u> - <u>143</u>	- <u>G</u>				
(Please type or print	· · · · · · · · · · · · · · · · · · ·	 							
Submitted by:	Scott Tyler		SC Bar Number:	12037					
Address:	Moore & Van Alle	en	Telephone:	704-331-2463					
	100 N. Tryon Stre	et, Suite 4700	Fax:	704-378-1963					
	Charlotte, NC 28	3202-4003	Other:						
		ntained herein neither replaces		@mvalaw.com					
☐ Emergency R ☐ Other: ☐ INDUSTRY (C	telief demanded in pe			on Commission	's Agenda expeditiously				
	meek one)			- Cheek an tha					
☐ Electric		☐ Affidavit			Request				
Electric/Gas		Agreement	Memorandum	1	Request for Certificatio				
Electric/Telecommunications		Answer	Motion		Request for Investigation				
Electric/Water		Appellate Review	Objection		Resale Agreement				
Electric/Water/Telecom.		Application	Petition		Resale Amendment				
Electric/Water/Sewer		Brief		econsideration	Reservation Letter				
⊠ Gas		Certificate	Petition for R	•	Response				
Railroad		Comments		le to Show Cause	Response to Discovery				
Sewer		Complaint	Petition to Int		Return to Petition				
Telecommunications		Consent Order		rvene Out of Time	Stipulation				
Transportation		Discovery	Prefiled Testi	mony	Subpoena				
Water —		Exhibit	Promotion		☐ Tariff				
Water/Sewer		Expedited Consideration		ler	Other: GCRM-128				
Administrative Matter		Interconnection Agreement		est					
Other:		Interconnection Amendmen		ffidavit					
		Late-Filed Exhibit	Report						

Moore & Van Allen

April 9, 2010

VIA UPS OVERNIGHT

Ms. Jocelyn G. Boyd Interim Chief Clerk and Administrator Public Service Commission of South Carolina 101 Executive Center Drive Columbia, South Carolina 29210

Re: Multi-Month Contract

Dear Ms. Boyd:

Pursuant to Rule 103-403(D) of the Rules of the Public Service Commission of South Carolina, I have enclosed an original and 25 copies of a redacted negotiated multi-month contract between Piedmont Natural Gas Company, Inc. ("Piedmont") and one of its industrial customers. Please accept the original and 25 copies of the redacted contract for filing and return the additional "file-stamped" copy to me in the enclosed self-addressed postage paid envelope. Also enclosed is one non-redacted copy of this contract marked confidential and filed under seal. The non-redacted contract contains proprietary and highly sensitive confidential information of Piedmont and Piedmont requests that this contract be handled in accordance with this designation and not disclosed to the public.

Thank you for your assistance with this matter. If you have any questions about this filing you may reach me at the number shown above.

Sincerely

Scott MI Tyle

SMT/bao

Enclosures

c: Pia Powers
James H. Jeffries IV
ORS (5 redacted copies) via UPS Overnight

Scott M. Tyler Attorney at Law

T 704 331 2463 F 704 378 1963 scotttyler@mvalaw.com

Moore & Van Allen PLLC

Suite 4700 100 North Tryon Street Charlotte, NC 28202-4003

Also Admitted in SC

March 15, 2010



Reference: Natural Gas Transportation Service Agreement Account

Dear Mr. Parker,

In order to offer a rate that is competitive with your alternate fuel, Piedmont Natural Gas Company, Inc. (the Company) will offer Account Number (the Customer) the negotiated transportation rate(s) stated below:

Month	Alt. Fuel Price	Alt. Fuel Price	Estimated Negotiated Transportation Volume (DT/Month)		City Gate Price		Neg. T-Rate		Estimated Total Gas Cost		
[470]101	including tax)	(\$/DT)				(\$/DT)		(\$/DT)		(\$	/DT)
April 2010	да	6.30									
May 2010	na	6.30									
June 2010	pa	6.30									
July 2010	na	6.30	<u> </u>								
August 2010	na	6.30									
September 2010	na	6.30								ļ	
October 2010	na	6.30									
November 2010	na	6.30									
December 2010	na	6.30								-	
January 2011	na	6.30									
February 2011	na	6.30									
March 2011	กล	6.30	<u> </u>		L	1					

Negotiated transportation rates are exclusive of all applicable taxes, facilities charges, and imbalance penalties. The Customer agrees to elect transportation service and to secure interstate transportation deliveries to the Company's city gate. The Customer agrees to consume natural gas in lieu of alternate fuel except in the event of curtailment by the Company.

The term of this negotiated rate commences April 1, 2010 and ends March 31, 2011. The negotiated rate applies to all volumes of gas delivered for the Customers' Rate 214 service with the exception of approved emergency gas deliveries as provided in Rate Schedule 206 that are in effect during the subject months.

Company reserves the right to suspend gas delivery service to Customer on any day when, in the Company's sole discretion, its operating conditions are such that the suspension of service is necessary. Upon suspension of service, Customer will no longer be entitled or obligated to receive service under this agreement until the resumption of authorized service. The Customer will resume the use of natural gas hereunder at the earliest possible time after the resumption of gas delivery service by the Company.

Except as may be expressly modified herein, the provision of natural gas services hereunder shall be governed by, subject to and in accordance with all relevant provisions of the Company's approved tariffs and general terms and conditions of service on file with the Public Service Commission of South Carolina, including any approved changes thereto which may occur during the term of this agreement, as well as any applicable orders, rulings or regulations of that Commission."

This offer expires on March 31, 2010 if this letter agreement is not executed and returned to Piedmont by 5:00 pm EST on that date. A confirmation will be returned to you within 5 business days confirming Piedmont's receipt.

By signing below, please indicate your acceptance of these terms and confirmation that the offered rate is required to be competitive with alternate fuels available for consumption during the term of this offer.

Sincerely,

Chall x

Caroll Suttles

Major Account Services Representative

Accepted by: Print name:

Title:

Company name:

Datas

2 17 10